

## **REMARKS**

### **Amendments**

Claims 34, 49, and 51 have been amended. Claim 34 has amended to clarify the location of the interface between a field fiber and a stub fiber. Claims 49 and 51 have been amended to correct typos.

### **Claim Rejections**

Claims 1-14, 16-25, 27-32, 34-38, 40-46, and 48-51 of the present application were rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 4,923,274 to Dean (“Dean”). All of these claims are believed to be in condition for allowance for at least the reason that they are not anticipated by Dean.

### **Anticipation**

The MPEP states:

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.”  
MPEP at § 2131, quoting *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

The claims of the present application are not anticipated by Dean because each of the currently pending claims contains at least one element that is not found—either expressly or inherently—in Dean.

### **Claims 1-14**

Claim 1 recites a fiber optic connector for terminating an inserted field fiber. The field fiber has a buffer over at least a portion thereof. Claim 1 further recites:

**“a reversible actuator for reversibly and nondestructively terminating said inserted field fiber to said stub fiber, said reversible actuator including a buffer clamp for engaging with said buffer to simultaneously provide reversible and nondestructive strain relief to said terminated field fiber.”**

(emphasis added)

Dean does not disclose, either expressly or inherently, a buffer clamp for engaging with a buffer to provide reversible and nondestructive strain relief to a terminated field fiber. Dean does not disclose any buffer clamp.

As shown in FIG. 2 of Dean, Dean discloses two uncoated optical fibers 35 and 36 that are held in place using cam mechanisms activated by two separate locking rings 9 and 10. As shown in FIG. 3 of Dean, the optical fibers 35 and 36 are held in position by glass rods 30 and 31 that are coated with resilient material 18 and 23. A cam forces a bottom member 16 toward a top member 24, and the coated glass rods 30 and 31 hold the optical fibers 35 and 36 against the top member 24 when the cam is activated. It is only in the area of the glass rods 30 and 31 that the fibers are held together by the connector of Dean, and no buffer material of either fiber exists within this region. Thus, there is no engagement between the connector of Dean and a buffer. While Dean does not explicitly discuss a “buffer,” Dean does explicitly state that no other coating is contained within the region where the camming action holds the optical fiber in place:

“The coating is stripped off optical fibers 35, 36 over a length such that the optical fiber coating will not be present in the area of the coated glass rods 30, 31.”

Dean at Col. 3, lines 47-50.

Claim 1 recites a connector that allows for termination to occur simultaneously with engagement of a buffer to provide strain relief via a buffer clamp. Dean makes no reference to such a simultaneous action—or to strain relief in any form. Because Dean lacks several elements of claim 1, claim 1 is not anticipated by Dean under 35 U.S.C. § 102(b). Claim 1 is believed to be in condition for allowance and we request action toward that end.

Claims 2-14 are believed to be in condition for allowance for at least the reason that they depend—either directly or indirectly—from claim 1, an allowable base claim.

Claim 4 is further believed to be in condition for allowance for at least the reason that Dean does not disclose a lever for rotatively actuating a cam. The Office Action refers to a “manually rotatable lever 17” in Dean. But in Dean, element 17 is a “rib” that

is not manually rotatable. Rather, rib 17 of Dean is radially compressed upon rotation of the locking ring 9: “Rotation of first locking ring 9 to second inner diameter area 26 provides inward radial compression to rib 17 and bottom member 16, centering optical fiber 35.” Dean at Col. 3, lines 17-20. Thus, as an example, the rib 17 of Dean is analogous to a rib such as rib 55 of the present application (as shown in FIG. 13) and not to a lever such as the lever 48 of the present application. Whether explicitly or implicitly, Dean discloses no structure that is analogous to the lever of claim 4.

Claim 5 is further believed to be in condition for allowance for at least the reason that Dean does not disclose a lever that “is rotatively limited by a housing upon reaching at least one of . . . first and second positions,” as recited in claim 5. Dean does not disclose any lever that is rotatively limited by a housing.

Claim 6 is further believed to be in condition for allowance for at least the reason that Dean does not disclose at least two cam surfaces: a first cam surface for terminating a field fiber and a second cam surface for providing strain relief to a buffer. As described above with respect to claim 1, Dean does not disclose the provision of strain relief to a buffer.

Claims 7-11 are further believed to be in condition for allowance for the additional reason that Dean does not disclose a ferrule holder.

### **Claims 16-25**

Claim 16 recites a reversible actuator that terminates a field fiber to a stub fiber and simultaneously provides strain relief to the terminated field fiber. As discussed above with regard to claim 1, Dean does not disclose—either explicitly or inherently—the provision of strain relief to a terminated field fiber. Further, Dean does not disclose an actuator that simultaneously terminates a field fiber and provides strain relief to the field fiber. Because Dean lacks these elements, claim 16 is believed to be in condition for allowance.

Claims 17-25 are believed to be in condition for allowance for at least the reason that they depend from claim 16, an allowable base claim.

Claims 19 and 20 are further believed to be in condition for allowance, for similar reasons as claims 4 and 5.

Claims 21-24 are believed to be in condition for allowance similarly to claims 7-11.

### **Claims 27-32**

Claims 27-32 recite a buffer clamp having several features. As discussed above with respect to claim 1, Dean does not disclose a buffer clamp. Claims 27-32 are believed to be in condition for allowance.

### **Claims 34-38**

Claim 34 recites a method for terminating a field fiber to a stub fiber comprising providing a fiber optic connector having “a manually actuatable and reversible cam” and “actuating said cam to terminate said field fiber to said stub fiber and retain said field fiber within said fiber optic connector at a point other than [an] interface with said stub fiber.”

Dean does not disclose the actuation of a cam to terminate a field fiber to a stub fiber and to retain the field fiber within a fiber optic connector at a point other than the interface with the stub fiber. Rather, Dean discloses holding optical fibers 35 and 36 (as shown in FIG. 2 of Dean) together in the area of termination and not at any other area. The elements of Dean that provide a force on the fibers 35 and 36—*i.e.*, the bottom member 16, the transparent top member 24, and the glass rods 30 and 31—provide that force only for termination within the area of termination and not for retention of a field fiber “within said fiber optic connector at a point other than [the] interface with the stub fiber” as recited in claim 34.

Because Dean lacks this element of claim 34, Dean does not anticipate claim 34 under 35 U.S.C. § 102(b). Claim 34 and its dependent claims 35-38 are believed to be in condition for allowance. Claim 35, which recites a lever, is further believed to be in condition for allowance similarly to claim 4.

## **Claims 40-46**

Claim 40 recites “a second actuator for releasably engaging [a] buffer to provide reversible and nondestructive strain relief to [a] terminated field fiber.” Dean does not disclose such an actuator. Indeed, as discussed above with respect to claim 1, Dean does not disclose the provision of strain relief or the engagement of a buffer of a field fiber. Claim 40 is believed to be in condition for allowance, and claims 41-45 are believed to be in condition for allowance for at least the reason that they depend from claim 41, an allowable base claim. Claim 41 is further believed to be in condition for allowance because Dean does not disclose first and second actuators wherein actuation of one simultaneously causes activation of the other.

## **Claims 48-49**

Claim 48 recites a cam “having a lever for rotatively actuating said cam.” The lever is “rotatively limited by [an] inner housing.” As discussed above with regard to claims 4 and 5, Dean does not disclose a lever for rotatively actuating a cam, with the lever being rotatively limited by a housing. Claim 48 and its dependent claim 49 are believed to be in condition for allowance for at least this reason.

## **Claims 50-51**

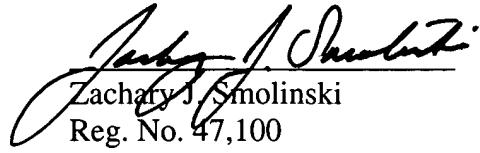
Claim 50 recites “a cam moveable alternately between a first position wherein strain relief is applied to [a] buffer and a second position wherein no strain relief is applied to [the] buffer, said cam having a lever for rotatively actuating said cam.” As discussed above with regard to claim 1, Dean does not disclose applying strain relief to a buffer. Further, as discussed above with regard to claim 4, Dean does not disclose a cam having a lever for actuating the cam. Also, as discussed above with regard to claim 5, Dean does not disclose a lever that is rotatively limited by a housing. Claim 50 and its dependent claim 51 are thus believed to be in condition for allowance.

The present response is being submitted within the one-month extension period for response to the Office Action. The Commissioner is authorized to charge the

extension fee of \$120 for an extension for response within the first month to Deposit Account Number 16-0228. The Commissioner is further authorized to charge any other fee deemed necessary, except the issue fee, to deposit account number 16-0228.

Respectfully submitted,

Dated: April 6, 2005



Zachary J. Smolinski  
Reg. No. 47,100  
Attorney for Applicant

Panduit Corp.  
Legal Department - TP12  
17301 S. Ridgeland Avenue  
Tinley Park, Illinois 60477-3091  
(708) 532-1800, Ext. 1302